GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS- 07B-13867

ADDRESS OF PREMISES 2601 Meacham Blvd.,
Fort Worth, Texas

THIS AGREEMENT, made and entered into this date by and between
American Manufacturing Company of Texas dba AMCOT Partners MERCANTILE PARTNERS, L.P.
whose address is 2650 Meacham Blvd.
Fort Worth, TX 76137
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon signing by both parties, as follows:

1. The purpose of this Supplemental Lease Agreement No. 13 is to exercise Option Two and expand the lease by an additional 18,500 sf on the 5th floor. The rental rate for this expansion will be at the same rate that is in effect at the time occupancy begins. The Fort Worth Resident Agency Special Requirements designated as Exhibit A and as modified by the Lessor's Qualifications and clarifications dated August 28, 2000. The design intent floor plan, designated as Exhibit B, are added to and made part of this lease.

2. The standard requirements in the SFO will be provided by the lessor at no additional cost to the Government. The Lessor has offered the Government an option to amortize the cost associated with the finish-out that exceed the SFO Requirements for a period of either 60 Months or a period through the 18th year of existing lease term. Either option amortization period would commence at substantial completion, the issuance of a certificate of occupancy by the city, or acceptance by the Government; whichever should occur first. The proposal as agreed to by the Government and Lessor is anticipated to be $273,986 at the time of this SLA. This amount includes a $13,000 lessor/developer fee. The Government's cost in excess of the SFO requirements may increase or decrease based upon final plan development and requirements by the GSA. Any additional change order for this expansion will provide for a Lessor/Developer Fee of Five Percent (5%) of the total change order cost.

3. The lessor is authorized to proceed with Architectural and Engineering Drawings for the expansion of 18,500 sf on the 5th floor.

4. The Government observes the right to exercise Option 2 at the same rental rate for the remaining vacant pockets of space on floors 1-4. See attached Exhibit C that describes these areas. This additional option must be exercised in writing to the lessor no later than December 31, 2000. The tenant buildout for these additional areas will be the burden of the Government.

[Signatures]

General Manager & Managing Trustee
(Title)
(Address)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST., FT. WORTH, TX 76102
(Official Title)

GSA Form 276 (Jul. 67)
5. All work will be performed by the general contractor and its subcontractors between 7 a.m. to 3:30 p.m. Monday through Friday/Saturday. The exception being that any coring or shooting to the deck of support materials must be performed prior to 7 a.m. or after 4:30 p.m.

6. The Government has previously accepted the existing parking as fulfillment of Lessor's obligations under the lease, including all option spaces. The parking requirement of the [ ] Special Requirements will be administered and allocated by the Government.

7. The [ ] requirement for 6 roof-mounted antenna(s) is subject to size, height, weight and desired location on the roof. Lessor reserves final approval of any requirements that will affect the exterior of the building or the site.

8. Lessor reserves comment of the questionnaire, national security forms until the documentation can be provided and reviewed.

9. The Lessor will not retain a key for the [ ] space. Upon acceptance of the space, the [ ] will provide a 24-hour contact number to the lessor for any emergency that arises in their space. The [ ] will be responsible for responding to any emergency in a timely manner.

10. Emergency Generator and UPS Systems, has not been included in Lessor's proposal. If desired by the [ ], these items and their associated engineering needs and costs will be discussed at such time, as the information is available.

11. No costs or engineering requirements for heavy filing/cages have been included in the Lessor's proposal. The existing shell building floor loading for the office area is 50 pounds live load; 20 pounds moving load with storage at 100 pounds. Any requirements in excess of the floor load capabilities (not including the heavy floor loading incorporated for the [ ] as a special requirement) shall be at additional costs and architectural/engineering fees. The files and cages mentioned in the [ ] special requirement does not provide sufficient data for Lessor's engineering consultants to evaluate and comment on at the time of the proposal.

12. The GSA will coordinate with its tenants, [ ] and [ ] relative to the building amenities (such as wellness center, cafetorium-meeting area; security and parking, etc...)

13. During the construction, parking for Lessor's general contractor, its subcontractors, architects, engineers, will be on site, as established by Lessor's Property Manager. The spaces will be in areas to allow easy access for unloading of materials during the time of construction. All persons will be required to conform to the existing security procedures, or as may be altered to accommodate this construction process.

14. The lease term for this space shall run concurrent with the existing Lease Agreement between the Government and the Lessor.

15. The Unit Prices for the [ ] leased space will be good only until substantial completion of the [ ] leased space is achieved.

All other terms and conditions of the lease shall remain in force and effect.